## outer 10,2010 SUPPLEMENTAL LEASE AGREEMENT SUPPLEMENTAL LEASE AGREEMENT NO. TO LEASE NO. GS-09B-02502 1 of 1 ADDRESS OF PREMISES: 320 Davis Street, San Leandro, CA 94577-2861 THIS AGREEMENT, made and entered into this date by and between DAS, LLC., whose address is: P.O. BOX 2012 MENLO PARK, CA 94026-2012 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease to provide for expansion space and increase the Tenant Improvement Allowance, effective upon the completion of the space and acceptance by the Government as satisfactorily complete, as follows: NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective October 7, 2010, as follows:

Paragraphs 1, 10 and 16 are deleted in their entirety and are replaced with the following paragraphs:

- The Lessor hereby leases to the Government the following described premises:
   7,646 rentable square feet (rsf.), yielding approximately 6,903 ANSI/BOMA Office Area square feet and related space located on the ground floor at 320 Davis Street, San Leandro, CA together with two onsite surface parking spaces, as depicted on the attached Exhibit B, the "Premises", to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
- 10. The Government shall pay the Lessor annual rent as follows:

  For months 1 through 36, annual rent of \$274,262.02 at the rate of \$22,855.17 per month in arrears.

  For months 37 through 60, annual rent of \$297,200.02 at the rate of \$24,766.67 per month in arrears.

  For months 61 through 120, annual rent of \$313,715.38 at the rate of \$26,142.95 per month in arrears.

  For months 121 through 180, annual rent of \$297,352.94 at the rate of \$24,779.41 per month in arrears.

Rent for a lesser period shall be prorated. Rent shall be payable to: DAS, LLC., P.O. Box 2012, Menlo Park, CA 94026-2012

16. **TENANT IMPROVEMENT ALLOWANCE**: The maximum Tenant Improvement Allowance previously established by Paragraph 3.2, "Tenant Improvements Included in Offer" amounts to \$308,701.00. The expansion space will have additional Tenant Improvement Allowance of \$20,596.00. Total TI Allowance of \$329,296.00 shall be amortized over the ten (10) year firm term of the lease agreement at 5% interest (amortization rate) per year.

All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

<b>n</b>	LESSOR
SIGNATURE: Mem -	NAME OF SIGNER: DOUGLAS LAW DAS LLC
ADDRESS: P.O. BOX 2012, MENL	O FARK, CA 94026-2012
111	IN PRESENCE OF
SIGNATURE:	NAME OF SIGNER: Noemi Avram
ADDRESS:	
UN	ITED STATES OF AMERICA
SIGNATURE: + SCORE	NAME OF SIGNER: PETER SHTEYN
	OFFICIAL TITLE OF SIGNER: CONTRACTING OFFICER
AUTHORIZED FOR LOCAL REPRODUCTION	GSA FORM 276 (REV. 8/2006)

## SUPPLEMENTAL LEASE AGREEMENT SUPPLEMENTAL LEASE AGREEMENT NO. TO LEASE NO DATE GS-09B-02502 1 of 1 ADDRESS OF PREMISES: 320 Davis Street, San Leandro, CA 94577-2861 THIS AGREEMENT, made and entered into this date by and between DAS, LLC., whose address is: P.O. BOX 2012 MENLO PARK, CA 94026-2012 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease to provide for expansion space and increase the Tenant Improvement Allowance, effective upon the completion of the space and acceptance by the Government as satisfactorily complete, as follows: NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective October 7, 2010, as follows: Paragraphs 1, 10 and 16 are deleted in their entirety and are replaced with the following paragraphs: 1. The Lessor hereby leases to the Government the following described premises: 7,646 rentable square feet (rsf.), yielding approximately 6,903 ANSI/BOMA Office Area square feet and related space located on the ground floor at 320 Davis Street, San Leandro, CA together with two onsite surface parking spaces, as depicted on the attached Exhibit B, the "Premises", to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION. 10. The Government shall pay the Lessor annual rent as follows: For months 1 through 36, annual rent of \$274,262.02 at the rate of \$22,855.17 per month in arrears. For months 37 through 60, annual rent of \$297,200.02 at the rate of \$24,766.67 per month in arrears. For months 61 through 120, annual rent of \$313,715.38 at the rate of \$26,142.95 per month in arrears. For months 121 through 180, annual rent of \$297,352.94 at the rate of \$24,779.41 per month in arrears. Rent for a lesser period shall be prorated. Rent shall be payable to: DAS, LLC., P.O. Box 2012, Menlo Park, CA 94026-2012 16. TENANT IMPROVEMENT ALLOWANCE: The maximum Tenant Improvement Allowance previously established by Paragraph 3.2, "Tenant Improvements Included in Offer" amounts to \$308,701.00. The expansion space will have additional Tenant Improvement Allowance of \$20,596.00. Total TI Allowance of \$329,296,00 shall be amortized over the ten (10) year firm term of the lease agreement at 5% interest (amortization rate) per year. All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

	LESSOR
SIGNATURE: Miau	NAME OF SIGNER: DOUGLAS LALL, DAS LLC
ADDRESS: P.O. BOX	NAME OF SIGNER: DOUGLAS LALL, DAS LLC 2012, MENLO PARK, CA 94026 -2012
11	IN PRESENCE OF
SIGNATURE:	MAME OF SIGNER: HOEMI Arram
ADDRESS:	
	UNITED STATES OF AMERICA
SIGNATURE:	NAME OF SIGNER: PETER SHTEYN
	OFFICIAL TITLE OF SIGNER: CONTRACTING OFFICER
AUTHORIZED FOR LOCAL REPRODUCTION	GSA FORM 276 (REV. 8/2006